

## SECTION G - CONTRACT ADMINISTRATION DATA

### G.1 CONTRACTING OFFICER'S REPRESENTATIVE

- (a) An individual shall be named after contract award and designated as the Contracting Officer's Representative (COR) to act as contract monitor. Numerous individuals will also be named after contract award and designated as Contracting Officer's Technical Representatives (COTR). The COTRs will assist the COR in the performance of monitoring.
- (b) The contract monitor is responsible for the technical direction of the performance of all work under this contract. The term "technical direction" is defined to include, without limitation, the following:
  - 1. Directions to the contractor which re-direct the contract effort, shift work emphasis between areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual scope of work.
  - 2. Supply information to the Contractor which assists in the interpretation of technical portions of the Statement of Work.
  - 3. Review, inspect, and accept reports and information to be provided by the Contractor to the Government under the contract.
  - 4. Evaluate the performance and certify all invoices for payment.
- (c) Technical direction must be within the general scope of work stated in the contract. The contract monitor does not have authority to, and may not issue, any direction which:
  - 1. Constitutes an assignment of additional work outside the general scope of the contract.
  - 2. Constitutes a change as defined in the contract clause entitled "Changes".
  - 3. Change any of the expressed terms, conditions, fixed price, or time for contract performance. Any such revisions shall be authorized in writing only by the Contracting Officer.

- (d) In the event the contract monitor desires a change to the contract within one or more of the categories as defined in (1) through (3) of paragraph (b), he must direct such request to the Contracting Officer. The Contracting Officer will handle such request within applicable laws and regulations.
- (e) During the term of the contract, the Contracting Officer, or his successor, shall administer the contract on behalf of the Government. Technical matters which cannot be resolved by the Contractor and the contract monitor as well as other contractual difficulties, are to be brought to his immediate attention. The Contracting Officer may be reached at the e-mail address and telephone number shown on the OF 308, block 7.

## **G.2 PAYMENT SCHEDULE**

In consideration for the contractor's satisfactory performance of services called for under this contract, the BOP shall make payment to the contractor at the rates identified in the schedule. For billing purposes, inmate days will be calculated based upon a daily official (SENTRY) inmate count to be specified by the BOP subsequent to award.

Monthly payment shall be based upon the contractor's fixed price divided by the number of months within each performance period. For the based period and each option period, the fixed incremental unit price will only apply when the number of inmate days within the monthly payment period exceeds an average daily population. Except for inmates receiving outside medical care, inmates not physically located within the facility shall not be included in the Average Daily Population.

The contractor assumes full responsibility and risk to perform required services identified within the SOW regardless of unforeseen events, including Acts of God. Should an Act of God occur which results in the contractor being unable to meet contract requirements, the government reserves its rights under the contract to reduce the contract value.

Should it become necessary during performance to reduce the inmate population within any monthly payment period below an average daily population due to deficient contract

performance, the BOP shall reduce the base price and payment by a percentage corresponding to the reduced population.

### **G.3 BILLING PROCEDURE**

(a) The Government will make payments to the Contractor on a monthly basis, promptly after receipt of an appropriate invoice.

(b) The Contractor shall provide a remittance address below:

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### **G.4 KEY PERSONNEL**

In accordance with the clause entitled "Changes in Key Personnel" included in Section H.1, the following positions are considered key personnel:

Project Coordinator  
Warden  
Associate Warden(s)  
Case Management Coordinator  
Chief Correctional Supervisor and Shift Supervisors  
Computer Services Manager  
Facility Manager/Administrator  
Food Service Administrator  
Inmate Systems/Records Office Manager  
Medical Services Administrator  
Quality Control Specialist  
Safety/Environmental Specialist  
Administrator Religious Activities